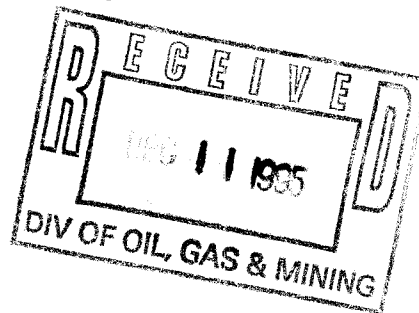




# Colorado National Bank

950 Seventeenth Street  
Denver, CO 80202



December 8, 1995

Mr. James W. Carter  
Division Director  
State of Utah  
Department of Natural Resources  
Division of Oil, Gas and Mining  
3 Triad Center, Suite 350  
355 W. North Temple  
Salt Lake City, UT 84180-1203

Re: Certificate of deposit # \_\_\_\_\_ in the amount of \$1,000,000.00 payable to  
State of Utah Division of Oil and Gas and US Dept. of Interior, BLM, USMX of  
Utah, Inc.

Dear Mr. Carter:

Please find enclosed certificate of deposit : \_\_\_\_\_ in the amount of \$800,000.00.  
This certificate of deposit will replace the above referenced certificate of deposit for  
USMX of Utah, Inc. Please return the \$1,000,000.00 certificate of deposit to my  
attention at your earliest convenience. If you have any questions, please do not hesitate to  
contact me at (303)585-4216.

Sincerely,

Lauren L. Cooper  
Senior Portfolio Assistant  
Energy Industries Division

llc/

Enclosure

cc: USMX, Inc.

**COLORADO NATIONAL BANK**

Denver Private Banking

MEMBER FDIC

BANK/BRANCH NO: 288/ 215**CERTIFICATE OF DEPOSIT  
AGREEMENT & RECEIPT**

NON-TRANSFERABLE

**DEPOSITOR(S)  
NAME AND ADDRESS**STATE OF UTAH DIVISION OF OIL AND GAS  
AND US DEPT. OF INTERIOR, BLM  
USMX OF UTAH, INC.

3 TRIAD CENTER, SUITE 350

SALT LAKE CITY

UT

841801203

**ACCOUNT NO:**

ACCOUNT NUMBER

AUTOMATICALLY RENEWABLE

THIS CERTIFICATE WILL  
AUTOMATICALLY RENEW  
AT MATURITY.

SOCIAL SECURITY NO: \_\_\_\_\_

DATE OF DEPOSIT: 12/06/95

INTEREST RATE: 3.50000%

DEPOSIT AMOUNT: \$800,000.00

ANNUAL PERCENTAGE YIELD: 3.55%

YOUR ACCOUNT WILL MATURE ON: 03/06/96YOUR ACCOUNT WILL MATURE IN: 3 MONTHS☒ INTEREST WILL BE COMPOUNDED AND CREDITED at maturity☐ INTEREST WILL BE PAID OUT \_\_\_\_\_ BY CHECK☐ TRANSFER TO \_\_\_\_\_**ACCOUNT TERMS**

- \* The interest rate and annual percentage yield for your account are indicated at the top of this document. You will be paid this rate until the maturity date of the certificate. The annual percentage yield assumes interest remains on deposit until maturity. A withdrawal will reduce earnings. The interest rate on your account may be adjusted upon renewal. Interest begins to accrue on the business day you deposit noncash items (e.g., checks). We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- \* This account will automatically renew at maturity. You will have a grace period of ten (10) calendar days from the maturity date to withdraw funds without penalty. Interest will be paid during this ten (10) day period if the amount withdrawn is deposited in another time certificate at this bank. The bank may upon not less than 30 days written notice elect to call this certificate for payment on a maturity date.
- \* This certificate is an agreement to keep funds on deposit with the bank until the current maturity date. Except as required by law, withdrawal prior to maturity will be permitted only with the consent of the bank which may only be given at the time of withdrawal.
- \* Except as Prohibited by law, we will impose a penalty if you withdraw any of the deposited funds before the maturity date. The penalty will be assessed on the amount withdrawn. The fee imposed will equal: Three (3) months interest on accounts with terms less than one (1) year; Six (6) months interest on accounts with terms one (1) year or greater.
- \* You may not make deposits into your account until the maturity date. You may make partial withdrawals from your account prior to maturity; however, except as prohibited by law, we will impose the early withdrawal penalty on the amount withdrawn. The minimum withdrawal amount is \$1,000. If a withdrawal is made, your remaining balance must meet minimum opening balance requirements. Partial withdrawals are not allowed on accounts with balances \$100,000 and over.
- \* This deposit is not transferable. This certificate may not be paid to any person other than the named depositor(s). Any person requesting payment of this certificate will be required to establish to the satisfaction of the bank, that (s)he is the depositor.